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**UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF CALIFORNIA**

**Susana Patricia Stock**, an individual;

Plaintiff,

vs.

**Board of Trustees of the State University**,  
a State agency; **Stephen Perez**, an  
individual; **and Does 1-10, inclusive**;

Defendants.

CASE NO. 2:24-cv-01043-DJC-DMC

Assigned to Hon. Daniel J. Calabretta

**[DISCOVERY MATTER] STIPULATED  
PROTECTIVE ORDER**

**Complaint filed:** April 8, 2024

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

**2. DEFINITIONS**

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1        2.6 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
3 expert witness or as a consultant in this action.

4        2.7 House Counsel: attorneys who are employees of a party to this action.  
5 House Counsel does not include Outside Counsel of Record or any other outside counsel.

6        2.8 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8        2.9 Outside Counsel of Record: attorneys who are not employees of a party to  
9 this action but are retained to represent or advise a party to this action and have appeared  
10 in this action on behalf of that party or are affiliated with a law firm which has appeared on  
11 behalf of that party.

12        2.10 Party: any party to this action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15        2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
16 Material in this action.

17        2.12 Professional Vendors: persons or entities that provide litigation support  
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and their  
20 employees and subcontractors.

21        2.13 Protected Material: any Disclosure or Discovery Material that is designated  
22 as "CONFIDENTIAL."

23        2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from  
24 a Producing Party.

25 **3. SCOPE**

26        The protections conferred by this Stipulation and Order cover not only Protected  
27 Material (as defined above), but also (1) any information copied or extracted from Protected  
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1 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)  
2 any testimony, conversations, or presentations by Parties or their Counsel that might reveal  
3 Protected Material. However, the protections conferred by this Stipulation and Order do not  
4 cover the following information: (a) any information that is in the public domain at the time of  
5 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a  
6 Receiving Party as a result of publication not involving a violation of this Order, including  
7 becoming part of the public record through trial or otherwise; and (b) any information known  
8 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
9 disclosure from a source who obtained the information lawfully and under no obligation of  
10 confidentiality to the Designating Party. Any use of Protected Material at trial shall be  
11 governed by a separate agreement or order.

12 **4. DURATION**

13 Once a case proceeds to trial, all of the information that was designated as confidential  
14 or maintained pursuant to this Protective Order becomes public and will be presumptively  
15 available to all members of the public, including the press, unless compelling reasons  
16 supported by specific factual findings to proceed otherwise are made to the trial judge in  
17 advance of the trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-  
18 81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in  
19 discovery from “compelling reasons” standard when merits-related documents are part of  
20 court record). Accordingly, the terms of this Protective Order do not extend beyond the  
21 commencement of the trial.

22 **5. DESIGNATING PROTECTED MATERIAL**

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
24 Party or Non-Party that designates information or items for protection under this Order  
25 must take care to limit any such designation to specific material that qualifies under the  
26 appropriate standards. The Designating Party must designate for protection only those  
27 parts of material, documents, items, or oral or written communications that qualify – so that  
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1 other portions of the material, documents, items, or communications for which protection  
2 is not warranted are not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
4 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
5 to unnecessarily encumber or retard the case development process or to impose  
6 unnecessary expenses and burdens on other parties) expose the Designating Party to  
7 sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must promptly  
10 notify all other Parties that it is withdrawing the mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
13 ordered, Disclosure or Discovery Material that qualifies for protection under this Order must  
14 be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,  
17 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
18 Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected  
19 material. If only a portion or portions of the material on a page qualifies for protection, the  
20 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins).

22 A Party or Non-Party that makes original documents or materials available  
23 for inspection need not designate them for protection until after the inspecting Party has  
24 indicated which material it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be deemed  
26 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied  
27 and produced, the Producing Party must determine which documents, or portions thereof,  
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1 qualify for protection under this Order. Then, before producing the specified documents,  
 2 the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains  
 3 Protected Material. If only a portion or portions of the material on a page qualifies for  
 4 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
 5 making appropriate markings in the margins).

6 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
 7 that the Designating Party identify on the record, before the close of the deposition,  
 8 hearing, or other proceeding, all protected testimony.

9 (c) for information produced in some form other than documentary and for  
 10 any other tangible items, that the Producing Party affix in a prominent place on the exterior  
 11 of the container or containers in which the information or item is stored the legend  
 12 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
 13 the Producing Party, to the extent practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
 15 to designate qualified information or items does not, standing alone, waive the Designating  
 16 Party’s right to secure protection under this Order for such material. Upon timely correction  
 17 of a designation, the Receiving Party must make reasonable efforts to assure that the  
 18 material is treated in accordance with the provisions of this Order.

## 19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
 21 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s  
 22 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
 23 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party  
 24 does not waive its right to challenge a confidentiality designation by electing not to mount  
 25 a challenge promptly after the original designation is disclosed.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
 27 process by providing written notice of the designations it is challenging and describing the  
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1 basis for the challenges. The parties shall attempt to resolve each challenge in good faith  
2 and must begin the process by conferring directly within 14 days of the date of service of  
3 notice. In conferring, the Challenging Party must explain the basis for its belief that the  
4 confidentiality designation was not proper and must give the Designating Party an  
5 opportunity to review the designated material, to reconsider the circumstances, and, if no  
6 change in designation is offered, to explain the basis for the chosen designation. A  
7 Challenging Party may proceed to the next stage of the challenge process only if it has  
8 engaged in this meet and confer process first or establishes that the Designating Party is  
9 unwilling to participate in the meet and confer process in a timely manner.

10       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
11 intervention, the Designating Party shall file and serve a motion to retain confidentiality  
12 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that  
13 the meet and confer process will not resolve their dispute, whichever is earlier. Each such  
14 motion must be accompanied by a competent declaration affirming that the movant has  
15 complied with the meet and confer requirements imposed in the preceding paragraph.  
16 Failure by the Designating Party to make such a motion including the required declaration  
17 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
18 designation for each challenged designation. In addition, the Challenging Party may file a  
19 motion challenging a confidentiality designation at any time if there is good cause for doing  
20 so, including a challenge to the designation of a deposition transcript or any portions  
21 thereof. Any motion brought pursuant to this provision must be accompanied by a  
22 competent declaration affirming that the movant has complied with the meet and confer  
23 requirements imposed by the preceding paragraph.

24       The burden of persuasion in any such challenge proceeding shall be on the  
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
26 harass or impose unnecessary expenses and burdens on other parties) may expose the  
27 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality  
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1 designation by failing to file a motion to retain confidentiality as described above, all parties  
2 shall continue to afford the material in question the level of protection to which it is entitled  
3 under the Producing Party's designation until the court rules on the challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this case only  
7 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
8 may be disclosed only to the categories of persons and under the conditions described in  
9 this Order. When the litigation has been terminated, a Receiving Party must comply with  
10 the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a location  
12 and in a secure manner that ensures that access is limited to the persons authorized under  
13 this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
16 may disclose any information or item designated "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
19 disclose the information for this litigation and who have signed the "Acknowledgment and  
20 Agreement to Be Bound" that is attached hereto as Exhibit A;

21 (b) the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
23 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
25 is reasonably necessary for this litigation and who have signed the "Acknowledgment and  
26 Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;  
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1 (e) court reporters and their staff, professional jury or trial consultants, mock  
2 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
3 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A);

5 (f) during their depositions, witnesses in the action to whom disclosure is  
6 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
7 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
8 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
9 Protected Material must be separately bound by the court reporter and may not be  
10 disclosed to anyone except as permitted under this Stipulated Protective Order.

11 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
14 **LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other litigation that  
16 compels disclosure of any information or items designated in this action as  
17 “CONFIDENTIAL,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall  
19 include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to  
21 issue in the other litigation that some or all of the material covered by the subpoena or  
22 order is subject to this Protective Order. Such notification shall include a copy of this  
23 Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued  
25 by the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action as  
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1 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
 2 issued, unless the Party has obtained the Designating Party’s permission. The Designating  
 3 Party shall bear the burden and expense of seeking protection in that court of its  
 4 confidential material – and nothing in these provisions should be construed as authorizing  
 5 or encouraging a Receiving Party in this action to disobey a lawful directive from another  
 6 court.

7 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**  
 8 **LITIGATION**

9 (a) The terms of this Order are applicable to information produced by a Non-  
 10 Party in this action and designated as “CONFIDENTIAL.” Such information produced by  
 11 Non-Parties in connection with this litigation is protected by the remedies and relief  
 12 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
 13 Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to produce  
 15 a Non-Party’s confidential information in its possession, and the Party is subject to an  
 16 agreement with the Non-Party not to produce the Non-Party’s confidential information, then  
 17 the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party that  
 19 some or all of the information requested is subject to a confidentiality agreement with a  
 20 Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
 22 Order in this litigation, the relevant discovery request(s), and a reasonably specific  
 23 description of the information requested; and

24 (3) make the information requested available for inspection by the Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from this court within  
 26 14 days of receiving the notice and accompanying information, the Receiving Party may  
 27 produce the Non-Party’s confidential information responsive to the discovery request. If the  
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1 Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
2 information in its possession or control that is subject to the confidentiality agreement with  
3 the Non-Party before a determination by the court. Absent a court order to the contrary,  
4 the Non-Party shall bear the burden and expense of seeking protection in this court of its  
5 Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the  
10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
11 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
12 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
13 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
14 attached hereto as Exhibit A.

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**  
16 **MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
18 produced material is subject to a claim of privilege or other protection, the obligations of  
19 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
20 This provision is not intended to modify whatever procedure may be established in an e-  
21 discovery order that provides for production without prior privilege review. Pursuant to  
22 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
23 effect of disclosure of a communication or information covered by the attorney-client  
24 privilege or work product protection, the parties may incorporate their agreement in the  
25 stipulated protective order submitted to the court.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
3 to seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
5 Order no Party waives any right it otherwise would have to object to disclosing or producing  
6 any information or item on any ground not addressed in this Stipulated Protective Order.  
7 Similarly, no Party waives any right to object on any ground to use in evidence of any of  
8 the material covered by this Protective Order.

9 12.3 Filing Protected Material. Without written permission from the Designating  
10 Party or a court order secured after appropriate notice to all interested persons, a Party  
11 may not file in the public record in this action any Protected Material. A Party that seeks to  
12 file under seal any Protected Material must comply with Civil Local Rule 141. Protected  
13 Material may only be filed under seal pursuant to a court order authorizing the sealing of  
14 the specific Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order  
15 will issue only upon a request establishing that the Protected Material at issue is privileged,  
16 protectable as a trade secret, or otherwise entitled to protection under the law. If a  
17 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule  
18 141 is denied by the court, then the Receiving Party may file the information in the public  
19 record unless otherwise instructed by the court.

20 **13. FINAL DISPOSITION**

21 Within 60 days after the final disposition of this action, as defined in paragraph 4,  
22 each Receiving Party must return all Protected Material to the Producing Party or destroy  
23 such material. As used in this subdivision, "all Protected Material" includes all copies,  
24 abstracts, compilations, summaries, and any other format reproducing or capturing any of  
25 the Protected Material. Whether the Protected Material is returned or destroyed, the  
26 Receiving Party must submit a written certification to the Producing Party (and, if not the  
27 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
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(by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: November 12, 2024

KING & SIEGEL LLP

BY: /S/ Andrea Obando  
Julian Burns King  
Andrea Obando

Attorneys for Plaintiff  
SUSANA PATRICIA STOCK

DATED: November 12, 2024

PORTER SCOTT

BY: /S/ David Norton (as authorized on 11/12/24)  
David R. Norton  
Larissa C. Celaya  
Daniela Mendoza

Attorneys for Defendants  
BOARD OF TRUSTEES and STEPHEN PEREZ

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: November 13, 2024



DENNIS M. COTA  
UNITED STATES MAGISTRATE JUDGE

King & Siegel || LLP

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have  
read in its entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Eastern District of California on [date] in the case of  
*Susana Patricia Stock v. Board of Trustees, et al.* I agree to comply with and to be bound by  
all the terms of this Stipulated Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Eastern District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_